1898-023 Chancery Causes: W. C. Hobbs vs. W. T. Edds et
Lee Co.

Bales, Jeff. W. C. Hobbs & Co.]

CA- Business Dissolution
T- Business
Property

Additional Information:
lumber manufacturers

To the Honorable W.T.Miller,Judge of the Circuit Court of Lee County,Va.

Humbly complaining,your orator,W.C.Hobbs,would respectfully represent and show unto your honor;that your orator,W.T.Edds, A.F.Bales,L.S.Bales,Jo.T.Bales and Wm.Neff,about the year 1890 entered into co-partnership together as Manufacters of rough lumber,and for that purpose bought a saw mill,engine and boiler and fixtures complete for the sum of about $1700.00,each of the aforesaid parties and your orator agreeing to bring into the business one-sixth part,each thereof,and in like manner to share the profits and losses,of the purchase price of said saw Mill outfit,of the purchase price $100.00 was paid in cash ,the residue to be paid in three equal annual installments therafter,said saw mill Co. done business under the firm name and style of W.C.Hobbs & Co. that said co-partnership was carried on and continued as follows:First sawed a set at T.A.Taylor's and James Campbells where they lost money,next at Ewing,Va,for Wolfenbarger and Co.where they made a profit,next in the Poor Valley,where they sawed something like $150.00 worth and M.Wolfenbarger gave W.T.Edds $50.00 to give up the contract,next at W.W.Bales for Wolfenbarger where there was a profit made,and at which time your orator purchased the one-sixth of Wm.Neff in the business,which made your orator the one-third owner in said partnership,sawed next at Ewing again where there was a profit made and your orator purchased the one-sixth interest owned by Jo.T.Bales,which made your orator the owner of one-half interest in said saw mill,engine etc.in Sept.1891 the saw mill was moved to Arthur Tenn.where it done business worth something over $1800.00 and made a handsome profit,at this place your orator quit working with the mill and turned it over to the other three partners,W.T.Edds A.F.Bales and L.S.Bales,under contract that they run and manage the mill and business until the profits of the sawing over and above the running expenses paid the

remaining purchase money on the saw mill and fixtures, and your orator charges that the profits at the Arthur set was sufficient to pay the balance of the unpaid purchase money Your orator would state that while their said Company was doing business in Tenn.he gave to J.B.McLin a lien in the nature of a bill of sale,on his one-half interest in said saw mill etc.to secure the payment of $60.00,and that since said sawmill has been moved back to Lee County W.T.Edds has,as your orator is informed purchased said lien from J.B.McLin and is attempting to set it up against your orators one-half interest in said saw mill property.Your orator would further show your honor that said saw mill has done something like $5000.00 worth of sawing since it has been brougt back to this County in June 1892,taking into consideration custom work and jobs of sawing at E.V.Bales'R.H.Hobbs'and others,said saw mill is now located at the mouth of Speaks Branch in this County, said partnership has never been dissolved.

Your orator alleges that he is the owner of a one-half interest in said saw mill property engine,fixtures etc.and is entitled to one-half the profits of said mill over and above the expenses in running the same ever since Sept.1891,that W.T.Edds,A.F. Bales and L.S.Bales each are the owners of one-sixth,and entitled to one-sixth of the profits.Your orator alleges that the other partners are indebted to him in a large sum of money for work and labor done in and about the business and repairing said saw mill etc

and getting up said saw mill and moving the same to its present location, and your orator further shewth unto your honor, that no place.

And your orator further sheweth unto your honor,that no settlement of the said co-partnership accounts hath ever been made between your orator and the said defendants,W.T.Edds,A. F.Bales and L.S.Bales,that your orator has repeatedly applied to the said defendants to come to a final settlement with respect thereto.And your orator well hoped that the said defendants would have complied with such,your orators reasonable

requests,as in justice and equity they ought to have done.
But the said defendants absolutely refuse so to do.
Your orator charges that the said defendants hath possessed themselves of the said co-partnership books,and hath refused your orator to inspect the same,and hath also refused to render to your orator any account of the co-partnership moneys received by them,or in any way make a settlement.And your orator charges that upon a just and true settlement of the said accounts it would appear that a considerable balance is due from the said defendants,especially W.T.Edds and A.F.Bales to your orator in respect of their said co-partnership dealings;but,nevertheless,the defendants is proceeding to collect in the said co-partnership debts , and apply them to their own use,which they are enabled to do by means of being in possession of the books of account and partnership property as aforesaid.Your orator prays that the said W.T. Edds,and A.F.Bales and L.S.Bales be made parties defendants to this bill and answer the same but not on oath that being waived;that an account may be taken of all and every the said co-partnership dealings and transactions;that said co-partnership be dissolved and property sold and the proceeds divided among those entitled thereto;that the said defendants may be directed to pay to your orator what,if anything,shall upon such account appear to be due from them;your orator being ready and willing and hereby offering to pay to the said defendants what,if any--thing,shall appear to be due to them ,from said joint concern.
And your orator prays for all other further and general relief as his case may require or to equity seem meet and your orator will ever pray &c.

M. G. Ely, p.q.

Leh

W. L. Hobbs. Plff-
vs
E. E. Billin Chancery
W. L. Edds et als. Defts.

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1898. 1st April rules bill filed Spa 2+D & D.N.
" 2nd April rules D.N.
Confd & Cause set for hearing
June Term 1898 Decree
final Order Book 6
Page 99.

Plffs costs recovered.

| | |
|---|---|
| Clerk | 4.97 |
| Tax | 1.50 |
| Const | 1.50 |
| atty | 15.00 |
| N.P | 8.25 |
| Co C | 25 |
| | $31 47 |

W. C. Hobbs Plff
vs. EE In Chancery
W. T. Edds et als Defts

This cause came on this day to be heard upon the bill of complaint and depositions therewith, and process duly executed on the defendants, W. T. Edds, A. F. Bales, and L. S. Bales - and was argued by counsel -
On consideration of which, it being stated by counsel for the Plaintiff, that the defendants have paid to, and settled with the plaintiff his claim and contention in this cause, it is therefore adjudged, ordered and decreed that the Plaintiff W. C. Hobbs for the benefit of the officers of the court, recover of the defendants W. T. Edds, A. F. Bales and L. S. Bales, his costs of this suit to be taxed by the clerk, for which execution may issue and the cause is stricken from the docket.

W. C. Hobbs. Pltff
vs
Dee
W. J. Eddstal. Defts

Ee. C. B. 6. p. 99.

Enter this

June 8th 1898.

To W.T.Edds, A.F.Bales, and L.S.Bales

TAKE NOTICE. That I on the 11th' day of April, 1898, At the dwelling house of W.C.Hobbs near Rose Hill Lee Co. Va. between the hours of 9 A.M. and 6, P.M. on that day

will proceed to take the deposition of M.N.Thomas and others.

which, when taken, are intended to be read as evidence on my behalf in a certain suit in Equity now pending in the Circuit Court of Lee County, State of Virginia, in which W.C.Hobbs is plaintiff and W.T.Edds and others are defendants.

And if from any cause the same be not commenced, or if commenced, be not concluded on that day, the taking thereof will be adjourned from time to time, and from place to place, until completed.

March 28th 1898., 189 .

Very Respectfully,

W. C. Hobbs-
By counsel.

Virginia,Lee County to wit:
I,M.G.Ely a Notary Public,in and for the County and State aforesaid,do certify,that W.C.Smith,personally appeared before me,and made oath that he on the 30th'day of March 1898,delivered a true copy of the within notice to,each, W.T.Edds,L.S.Bales,and Martha Bales the wife of A.F.Bales, and explaining to her the purport of the same,the said A. F.Bales not being found at his usual place of abode,and the said Martha Bales,being a member of his family and over the age of 16 years and found at the usual place of abode of the said A.F.Bales,all in Lee County Va.
Given under my hand this the 31st'day of March 1898.

M. G. Ely. N.P.

W. C. Hobbs, Pltf.
vs. Notice to take depositions.
W. T. Edds et al, Defts.

1892

| | | |
|---|---|---|
| 10 days | work on mill | $ 15.00 |
| hauling | one day with 4 horses | 3.00 |
| To 1 days | sawing | 1.50 |
| To 1 days | work on derick | 1.50 |
| 6 days | work on edger | 9.00 |
| | lumber for saw frame | 1.00 |
| | hauling logs & moving mill 1893 | 5.00 |
| 6 days | sawing | 9.00 |
| 3 days | work at mill | 4.50 |
| 5½ days | work at mill | 8.25 |
| 2½ days | work at mill | 3.75 |
| 4½ days | work at mill | 6 75 |
| 8 days | work at mill | 12.00 |
| | | $80-25 |

"account"

The deposition of W.C. Hahhs

Taken before me H.C.S. Richmond Jr a Notary Public for Lee County and State of Virginia at the dwelling house of W.C. Hahhs on the 11th day of April 1898. between the hours of 9 a.m. and 6. P.M. To be read a evidence in behalf of W.C. Hahhs in a certain Suit in equity pending in the Circuit Court of Lee County Virginia. wherein W.C. Hahhs Plaintiff and W.T. Eads and others are defendants pursuant to Notice hereto annexed

Present W.C. Hahhs Plaintiff and M.G. Ely his Counsel. W.T Eads and L.S. Bales defendant

ques. Plase state your age, occupation and place of residence, and are you the Plaintiff in this cause?

ans. I am 41 years old. Mechanic & reside at Rose Hill Lee County Virginia. yes Sir.

ques. as to the matter of controversy in this case, plase state about the time the co-partnership was formed, who entered into it, and in what proportion did they contribute to the capital of said partnership?

ans. The partnership was formed in

January 1890 as well as I can recollect. There were four pardiners. W.T. Eads. L.S. Bales A.F. Bales and myself. Afterwards I took Wm Neff in on my part. Joseph Bales come & help us make the mill & claimed one Sixth interest on Tom Eades part. And afterwards sold me one Sixth interest in the mill. Each pardner ~~was~~ was to pay in proporation to the intrest he had in the mill. Which was one Sixth each..

ques. For what purpose did you all enter into this partnership?

ans. We went in to the business for the purpose of sawing ties & lumber.

ques. How were you to share the profits and losses?

ans Equealy.

ques. When you all entered into this co-partnership, What property did you purchase, and what was the price to be given?

ans We bought a Aultman & Taylor engine & boiler. and a Mansfield Saw mill & Saw rig. I don't remember exactly the cost. But it was between Sixteen & Eighteen Hundred Dollars.

ques. did your co. pay the purchase price down or buy on time, if on time, what were the terms?

Ans. We paid $160.00 down & the rest was to be paid in one to & Three years time

ques. Please state in what way the defend payments were secured?

Ans By deeds of trust on our farms. And also a Lien on the Saw Mill.

ques. Was the defend payments ever been paid?

Ans. I Can't tell you as to that but I Suppose they have

ques. Was there or not an agreement with the members of your partnership, that the earnings of the saw mill and profits in sawing over and above the running expenses were to go toward the payment of the defend purchase money notes, and was not that the reason you all bought the mill principally on time?

Ans. That is the best of my recollection at this time

ques. What was the firm, name and style of your business in carrying on your partnership?

Ans At that time it went in the name of W. C. Hobbs & Co.

ques. Where did you first start to do business?

Ans On the Land of Susan Taylor.

Ques. Did you co- make or lose money at that place?

Ans. I Cannot Not- Say positively but- the partners reported a loss at that- set- and the James Campbell set- of about- six hundred & fifty dollars. And saved out- of the two sets about- $300.00

Ques. Please name the sets you sawed at after that- time and whether or not you co. made or lost money?

Ans. I can only Give what- the other partners reported to me. The Mill next- went to Erving Virginia & Sawed for Walpenharger Combs Fugate & co. I donot- Know what- the gross Earnings at- that- place was. But- Supose there was a profit- Made there. The Mill was then moved to the Hamlin Land near Rose Hill Va- To Saw for Walpenharger Combs Fugate & co, Only $200.00 I was informed by partners. $60.00 of which was given to move the mill away. And to give up the Contract- to Walpenharger Combs Fugate & co. As we had-

a contract with them to
Saw Ten thousand ties or Twenty
thousand if we wanted cut them
As I have been informed by
a pardner. The Mill was then
maned to white Bales farm
We Sawed for Walfenbarger
Combs Fugate & co at this place.
I do not know the gross earings
of the mill at this place Bus-
iness there aught to be a profit-
At this place I bought Wm Neff
interest in the mill. This purchase
was about May 23rd 1891. The Mill
was then maned to Ewing Va
and Sawed for the same company
I run the business at that place
and Keped books Showing the
expence of the mill & all so
of the amount I collected. At
this place we had a partial
Settlement in Settling with
our mill hands. I all so
bought out the interest of
Joseph. T. Bales. About the 1st
of June 1891. The Mill was
then maned to Authur Tew.

about 2 miles below Lumberland Gap.

ques. When the mill was moved to Arthur, What interest in the partnership property did you own?

ans at that time P claimed one half.

ques. In your purchase from neff and Jo. Bales, did you or not assume to pay their liability on the purchase price of the saw mill that was then unpaid?

Ans Yes Sir

ques. How much was then still due, or unpaid on your part on the saw mill?

There was two payments unpaid about five hundred & ninty dollars each. They were not due. And P was only liable for one half of each.

ques. About What were the total earnings of the saw-mill at Arthur?

Ans The mill went out of my hands at that place. By renting to a partner. A. F. Bales. He was to take my one half interest & run it. & collect the mill earnings & pay the purchase money. & settle monthly with me. P rented to Mr Bales about the first-

of January 1892. At this time a nather payment had come due on the saw mill. And P liked about $170.00 having enough to pay my part. A.F. Bales loves my nate for this amount & was to pay it for me. And he was to be paid this amount out of my one half interest in the earnings of the Mill. In a few days after this P rented my interest in the mill to A.F. Bales as P. have stated above.

ques. Please state whether or not in your rental contract with A.F. Bales, the $170. note referred to above was to be paid out of your interest in the earings of the mill as well as the unpaid purchase money that was not yet due.?

Ans He was to pay all that was against the mill & return it to me. When he was fully paid from the earnings of the mill. The gross earnings of the mill at this place was Eighteen hundred dollars. And One hundred fifty dollars of this amount has never been paid. P cant say whither this will be a loss or not.

So P have been informed.
We Sawed for Marshal Latrell
at this place. M.G. Walpenharger
was Superintendant for Latrell
We quit Sawing at this place
in the month of June 1842.

ques. What in your opinion, counting the gross earnings of the mill at Arthur, at $1800, ought to have been the profits of the sawmill at that place over and above the expenses of running and repairing?

Ans P ought to have been one
half. or nine hundred dollars.
is my opinion

ques. Please state all the facts in connection with the lien, or bill of sale which you gave to J.B. McLin on your interest in the saw mill property before it was moved from Tennessee?

Ans. About the time we got through
Sawing. J.B. McLin put Two
Notes, amounting to about $600.00
in the hands of James.
Marison for collection. On
coming to see me P told him
P did not have time to
fool with it. And would give
him a lien On my part of
the mill until P could see
J.B. McLin about it. With the

understanding that the factory held a margage on the property. On coming to see Mr McLin his son & I differed a little & we did not settle. Said I Caused Settle with Marison On going after the Mill they Summoned me to trile before Robert Greer to try the rights of property. On trial the magestrate desided that the liens or bill of Sale Valid. I let the matter drop there & brought the mill on to the farm of E. B. Bales & Sawed for walpendarger Combs Fugate & Co.

ques. When and where did A. F. Bales report to you that the earnings of the saw mill had paid the valdue of the purchase money on the saw mill, if he ever did?

Ans. He has never reported yet.

ques. When and where did you next hear of the lien given to J. B. McLin after you moved the mill from Tom.

Ans. Shortly after I moved the Mill back from Tom. The next I heard of the McLin liens my brothers had bought it in.

qws. did either of yam partners, even till you they had bought the McLin Lim or merging to buy it?

Ans. No Sir I dont think they did.

qws. Did you have anything to do with the running of the saw mill after you moved it from Linn to the Eb. Bobs set?

ans- No Sir only I told the boys that they cared not append to pay there Sawyer what he asks & if they did I waned not Settle with them on them grounds. And from there talk they armed to run it to Suit them selves. Then I refused to log the Job.

qws. Did either H. T. Edds, A. F. Bobs or L. I. Bob yam partners ever notify you personally that they had bought the McLin Lim at any time, and that by reason of that purchase you were counted out of the saw mill firm?

Ans. No Sir.

The futher taking of this deposition is adjerned until to marrow morning. April 12th 1898 at 9 a.m. At the Same place. Given under my hand. April 11-1898.

H. T. Richmond J.P. N.P.

Met pursuant to adjournment. April 12th, 1898 — at 9. a. m. The witness W. G. Hobbs again on the stand:

Present. M. G. Ely atty for Plaintiff. & Plaintiff.

ques. Please state whether or not you have been informed if you do not know from your own knowledge what the gross earnings of the saw mill has been since it moved from Arthur Tenn. back to Lee County and if you do not know please state which of your partners run the business and kept the partnership books?

ans. The Bales Set- was between Sixteen & Seventeen hundred dollars. So I have been informed. I think they Sawed $500.00 worth at the Smadgrass Set. From the best information I could gather. The Robert Hobbs Set- Sawed Out $482.89 for R. H. Hobbs. And custom Sawing amounting to about $350.00. The mill was moved to the mouth of Speaks branch. where it is at this time. W. T. Eads has had full control of the mill for the last three years and kept the partnership books if any has been

Kept:

ques. Has there ever been a partnership settlement between you and your partners?

ans. We settled on the first payment made on us at the Taylor & James Campbell Sets. about the year 1890. There has been no settlement since that time only for the purpose of settling with the hands.

ques. Has there ever been a dissolution of said partnership by mutual consent or otherwise?

ans. No Sir.

ques. Has there ever been a final partnership settlement?

No Sir.

ques. Have you ever requested your partners to come to a final settlement of your partnership matters?

ans. I have requested R.F. Bales he said he would but never has.

ques. Is it your desire that the partnership be dissolved with the termination of this suit?

ans. yes Sir.

ques. Please state how much the mill co. is indebted to you for work and labor in and about the mill in the way of repairing, rebuilding, gunning the saws &c?

ans. Well the first recalest ap-

P bought out Joseph T. Ballentine & interest. The Mill Co. owed him for one hundred days work at that time. Which according to my purchase was due me. The next thing P done was to move the Mill for which P charged $2000 That was for moving the mill once at Authur And one from authur back to Lee County Va. P done other work in & about the mill amounting to $80.26 an account of which is shown by Statement here with marked account. And made a part of my deposition P done some work at the mill since it has been at the mouth of Speaks Branch amounting to $1000 more or less.

ques. Please state whether or not, in your opinion, on a fair and just settlement, you would be indebted to either of your partners, in any sum — or would they be indebted to you?

ans. My opinion is that they would be indebted to me on a fair & just settlement,

And further deponent Sayeth Nat-

W. C. Hobbs.

Virginia Lee Cauty to Wit-
I W.C.T. Richmond Jr a Notary Public in & For the Cauty & State afore-Said. Do hereby Certify that the fore going deposition of W.C. Hahbs was duly Taken Subscribed & Sworn to Before me at the time & place & for the purposes in the caption mentioned Given under my hand this the 12th day of April 1895.

W.C.T. Richmond Jr. N.P.

W. C. Hobbs. Pltff -

vs. Depositions of W. C. Hobbs.

W. T. Edds et als. Defts

Recieved by mail in good Condition and filed April 13th 1898

A. B. Munsey Clerk

Notary fee $2.25

Paid by W. C. Hobbs. 5.00

$2.25

Everett Waddey Co., Stationers and Printers, Richmond, Va. } Form No. 300.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon W. T. Edds, A. F. Bales and L. D. Bales

to appear at the Clerk's Office of the Circuit Court of the County of Lee at the rules to be held for the said Court on the 1st Monday in April, 1898, to answer a bill in Chancery, exhibited against them in our said Court by W. C. Hobbs

And have then there this writ. Witness, A B Munsey Clerk of our said Court, at the court-house, the 26th day of March 1898, and in the 122nd year of the Commonwealth.

A B Munsey Clerk

Form No. 300.

W. C. Hobbes

vs. { SUBPOENA IN CHANCERY.

W. T. Edds et al

M. S. Ely. p. q.

To 1st April Rules,
Circuit Court.

Virginia, In County to-wit:
I, M. S. Ely, a notary Public in and for the County and State aforesaid do certify that W. C. Smith personally appeared before me and made oath that he is the owner of the within Summons to, and W. T. Edds, J. S. Bale, and Martha Bale, the wife of A. H. Bale - and is plaintiff in the pursuing the same the said A. H. Bale not being found, but a copy of the said Summons left at his usual place of abode, and the said Martha Bale being a member of his family above the age of 16 years and found at the same place at the time of the service thereof. Given under my hand this 31st day of March, 1896.

M. S. Ely N. P.